

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.  
★ APR 23 2014 ★

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PRUCO LIFE INSURANCE COMPANY OF :  
NEW JERSEY, :

Plaintiff, :

-against- :

THE ESTATE OF JEFFREY LOCKER and :  
LOIS LOCKER d/b/a THE LOCKER GROUP :

Defendant. :  
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BROOKLYN OFFICE

**MEMORANDUM & ORDER**

12-CV-882 (ENV)(RML)

VITALIANO, D.J.,

Plaintiff Pruco Life Insurance Company of New Jersey filed this action on February 22, 2012 against defendant The Estate of Jeffrey Locker and Lois Locker d/b/a The Locker Group, seeking a declaratory judgment that Pruco Term Essential 10 life insurance policy number L8 366 722, with a contract date of December 21, 2008, and with the designated beneficiary of "Jeff Locker Doing Business As The Locker Group" was void ab initio, or, in the alternative, seeking rescission of the policy. By Order dated March 18, 2013, this Court granted plaintiff's motion for a default judgment and referred this matter to Magistrate Judge Robert M. Levy to determine the appropriate judgment. On February 25, 2014, Judge Levy issued his Report and Recommendation ("R&R"), recommending that the Court enter a declaratory judgment that the policy was void from its inception, and that plaintiff is not obligated to pay any claims on the policy that may be submitted by the insured.

### **Standard of Review**

In reviewing an R&R of a magistrate judge, a district judge “may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge.” 28 U.S.C. § 636(b)(1). A district judge is required to “make a de novo determination upon the record, or after additional evidence, of any portion of the magistrate judge’s disposition to which specific written objection has been made” by any party, Fed. R. Civ. P. 72(b). But, where no timely objection has been made, the “district court need only satisfy itself that there is no clear error on the face of the record” to accept a magistrate judge’s report and recommendation. Urena v. New York, 160 F. Supp. 2d 606, 609–10 (S.D.N.Y. 2001) (quoting Nelson v. Smith, 618 F. Supp. 1186, 1189 (S.D.N.Y. 1985)).

The R&R gave proper notice that any objection must have been filed within 14 days. Neither plaintiff nor defendant has objected to Judge Levy’s R&R, much less within the time prescribed by 28 U.S.C. § 636(b)(1). In accord with the applicable standard of review, the Court finds Judge Levy’s R&R to be correct, well-reasoned, and free of any clear error. The Court, therefore, adopts it in its entirety as the opinion of the Court.

### **Conclusion**

Accordingly, as recommended by Judge Levy, a declaratory judgment in favor of plaintiffs will be entered (1) that Pruco Term Essential 10 life insurance policy number L8 366 722, with a contract date of December 21, 2008, was void

from its inception, and (2) that plaintiff is not obligated to pay any claims on that policy that may be submitted by the insured.

The Clerk of Court is directed to enter judgment for plaintiff and to close this case.

**SO ORDERED.**

**Dated: Brooklyn, New York  
April 16, 2014**

  
s/Eric N. Vitaliano

  

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**ERIC N. VITALIANO**  
**United States District Judge**